

# Ladies, Attention!

## SPECIAL SALE OF White Dress Goods.

Great Reduction in Price.

Being Overstocked we Must Sell 2,000 Pieces of fine, new up-to-date White Dress Goods, and would call your attention to the following prices:

**250 Pieces of  
Fine Dimity  
5 cents a yard**

Former price 10 cents.

**200 Pieces of  
Fine Lace Stripes  
12½ cents a yard**

Former price 20 cents.

**190 Pieces of  
Fine Lace Stripes  
10 cents a yard**

Former price 15 cents.

**1,500 Pieces of  
White Dress Goods**  
Assorted Styles and Patterns, reduced from 20c to 12½ cents.—Must be sold as we are overstocked.

**250 Pieces  
Dotted Swiss  
10 cents a yard**

Former price 15 cents.

**100 Pieces  
Dotted Swiss  
12½ cents a yard**

Former price 20 cents.

**150 Pieces  
Egyptian Mull  
at half price.**

**250 Pieces  
India Linen,  
reduced Price.**

Our Sheetings Sale will be continued one week longer. Call early and see these Goods. You will find them the best value ever offered in Honolulu.

**L. B. KERR & CO.,  
LIMITED.**

Queen St., Honolulu.

## MAGOON IS AGAIN "IT"

**Mrs. Gertz Accuses  
Him of Sharp  
Practice.**

**FROM COMFORT  
TO POVERTY**

**Milk-Stool Attorney is Charged  
With Illegally Foreclosing a  
\$4700 Mortgage.**

Attorney J. A. Magoon is charged with the committal of sharp practices in certain dealings with Mrs. Anna Gertz, of this city, who claims that he has reduced her from affluence to indigence.

Mrs. Gertz yesterday filed suit against the attorney, in the Circuit Court. She alleges that after the death of her husband the attorney sold all her property without the formality of giving public notice that it was to be sold, and did not advertise the property in such a manner that the highest prices could be realized. She states that although her husband had in his life time attempted to pay the interest on a mortgage on the Gertz property, and which mortgage was in Magoon's hands, the latter refused to accept it. As the Gertz property was very valuable, the plaintiff strongly intimates that the attorney desired to obtain possession of the property and thereupon wronged her and her children by taking away all their means of deriving income in order to do so.

The suit is brought by Anna Gertz, in her own behalf as the executrix of the will of Christian Gertz, deceased, vs. J. Alfred Magoon, in his personal capacity, and as trustee for C. H. Banning and B. R. Banning, John Buckley and Maria F. J. Forbes. She states that Christian Gertz and herself were duly married prior to any of the times specified in her suit, and continued to be husband and wife during the times mentioned and up to the time of the death of Christian Gertz, January 18, 1897. She was duly appointed executrix under the last will and testament. Defendant Magoon was during all the times mentioned continuously the trustee for C. H. and B. R. Banning. On December 15, 1894, the plaintiff and Christian Gertz executed and delivered to defendant Magoon a certain document purporting to be a mortgage. She states the supposed mortgage was executed to secure the payment of \$700 in six months, and of \$4,000 in one year from that date, with interest at 9 per cent per annum. She alleges that Christian Gertz paid all the interest due on June 11, 1895, and offered to defendant Magoon all the interest due on December 11, 1895, but he refused to accept the same, but demanded of Gertz the immediate payment of the whole of said \$4,700, and the interest then due. Mrs. Gertz alleges that she and her husband were unable to comply with this demand.

On December 18, Magoon entered the shoe store of Christian Gertz, at 513 Fort street, in Honolulu, and unlawfully and wrongfully removed therefrom and without the consent of the late Christian Gertz, and against his protest, all his boots and shoes, the major portion valued at \$2,022, and tore away and removed his fixtures, valued at \$80. Mrs. Gertz continues that Magoon wrongfully and unlawfully disregarded the interests of Christian Gertz and stored the property in the auction rooms of one Luce in such a manner that it was greatly injured by dust, vermin, and was roughly handled until January 29, 1896, upon which date Magoon sold the property at public auction for \$65.25. On the same date Mrs. Gertz alleges that Magoon sold the Queen street store property mentioned in the supposed mortgage at public auction for \$2,150, and defendant John Buckley, who has ever since had possession of it, sold it to J. A. Magoon, on the same day, sold the Kawaiahao property for \$3,100 to Maria J. Forbes. It is claimed that Magoon did not properly advertise the property in a newspaper. Maria Forbes has held the property since January 28, 1897.

In April it is claimed that Maria Forbes tore down and removed from the Kawaiahao property a stone building valued at \$4,000. On December 7, 1896, Magoon rendered to Christian Gertz and the plaintiff, an account purporting to be an account of the matter of the foreclosure of the supposed mortgage. She says she and her husband refused to accept the account, and so returned it to Magoon immediately upon its receipt by them.

The plaintiff says she believes, and therefore alleges, that the said account "was untrue, unjust and inaccurate in its statements, except as to the amount due on the debt secured by said supposed mortgage, and of the amount received by said Magoon, and as to the latter statements plaintiff does not know whether they were true or not. She declares that the affidavit which Magoon made, February 23, 1897, failed to set forth his acts completely, and particularly as to said sale of January 29, 1896.

"The above mentioned acts destroyed the commercial standing of said Christian Gertz and plaintiff, and their boot and shoe business, the good will of which was valued at \$10,000. By reason of said acts, said Christian Gertz, plaintiff, and their three children, have been reduced to indigence, and plaintiff has been deprived of the power to give the said children a suitable education.

By reason of said acts plaintiff has been deprived of the rents and profits of said Queen street property, in the sum of \$1,500 or thereabouts, and likewise those of said Kawaiahao property, in the sum of \$2,500, or thereabouts.

"The plaintiff has been damaged by said wrongful acts of defendant Magoon in bodily and mental suffering as the result of the destitution and humiliation caused hereby, in the sum of \$5,000.

"Wherefore plaintiff asks . . . that she be awarded damages against defendant Magoon for her said suffering for the sum of \$5,000; for the value of the Queen street property, \$2,102; for the value of the good will of the boot and shoe business, \$10,000. Against defendant Buckley, for \$1,500 for the value of rents and profits of the Queen street property; against Maria Forbes, \$2,500, the value of said profits; from the Kawaiahao property, and for \$4,000 for the value of the stone building. And that the said supposed mortgage and the said foreclosure be declared null and void."

**JAS. F. MORGAN  
Auctioneer and Broker,  
65 Queen Street.  
P. O. Box 594. Telephone 72.**

**THIS DAY!  
Auction Sale  
OF  
Household Furniture and  
Supplies**

ON TUESDAY, APRIL 9,

AT 10 O'CLOCK A. M.,

At my salesroom, 65 Queen Street, I will sell at Public Auction a very large assortment of  
**CHOICE HOUSEHOLD FURNITURE AND SUPPLIES.**  
Sewing Machines.  
New Rugs of all sizes.  
Ferns and Palms.  
Tailor Goods, Etc., Etc.

**J. F. MORGAN, Auctr.**

**Auction Sale  
OF  
Schooner "Rob Roy"**

ON MONDAY, APRIL 22,

AT 12 O'CLOCK NOON,

At the old Fishmarket Wharf, near Nuuanu Street, I will sell at Public Auction the schooner "Rob Roy," complete, as she lies at anchor in Honolulu harbor.

The schooner is in good order and ready for sea. Within the last two years she has been almost entirely rebuilt and equipped. Is one of the handiest vessels now engaged in the inter-island trade, having a large deck capacity, requiring no ballast, and is a fast sailer.

For further particulars inquire of  
**JAS. F. MORGAN, Auctr.**

**Valuable Lease  
OF  
BRICK BUILDING ON KING STREET  
AT AUCTION**

By order of the Honolulu Iron Works I will sell at Public Auction at my salesroom, 65 Queen street,

ON SATURDAY, APRIL 13,  
AT 12 O'CLOCK NOON,

The lease of two stores in the two-story brick building on King street near Nuuanu street. Each store has a frontage of 28 feet on King street and a depth of 60 feet with a large roomy second story of the same dimensions. There is a back yard for each store from 18 to 22 feet deep. A 12-foot lane gives entrance to the rear of the building. The stores will be sold with the option of taking one or two at an upset price of \$150 each per month. Lease will be to February 24, 1918. For further particulars as to terms of lease, etc., apply at my office, where a map can be seen.

**JAS. F. MORGAN, Auctr.**

**Residence for Rent.**

The fine home of MR. CON STERLING, on Pensacola street and Wilder avenue, for rent.

The house consists of double parlors, three bedrooms, large and airy, dining room, bath, kitchen, servants' quarters, large barn and plenty of yard-room.

Rent \$40 per month and water rates.

Further particulars of  
**JAS. F. MORGAN,**  
65 Queen Street.

**Auction Sale  
—OF—  
Valuable Lands  
AT KOOLAUPOKO, OAHU.**

ON SATURDAY, APRIL 13  
AT 12 O'CLOCK NOON,

At my salesroom, 65 Queen street, I will sell at Public Auction several valuable parcels of land at Koolaupoko, Oahu, as follows:

1st—Land at Kapapa, Kahului, Koolaupoko, Oahu, described in Royal Patent 6589, Kuleana 2246 to Kaope as follows:

Apana 1—5 taro patches, area 1 acre.  
Apana 2—2 taro patches and house lot, 1¼ acres.

2nd—Land situate at Waihee, Koolaupoko, aforesaid, described in Royal Patent 2319, Kuleana 8216 to Ihu as follows:

Apana 1—10 taro patches, area 2 2-10 acres.  
Apana 2—5 taro patches, area 1¼ acres.

Apana 3, house lot, area ¼ acre.  
3rd—Land situate at Waihee aforesaid, described in Royal Patent 6229, Kuleana 7699 to Kallioholani, area 2 acres.

This land is mostly planted in rice, is nicely situated and has an abundance of water. This is a rare chance to purchase land that will yield a good and sure income. Terms cash, or at the option of the purchaser, one-half cash and balance on mortgage at 8 per cent. Deeds at purchaser's expense.

For further particulars apply to  
**JAS. F. MORGAN, Auctr.**

## To Lovers of Coffee

Having completed arrangements whereby we are, again, able to roast and grind our Coffee under our personal supervision, we take pleasure in announcing to our Customers, and the Public generally, that we are now able to furnish them with

## "May's Coffee"

of the high-grade that earned for it the unrivalled popularity it enjoyed.

"IT'S NAME IS A GUARANTEE OF PURITY AND QUALITY"

Give it a Trial.

**HENRY MAY & CO.  
LIMITED.**

TELEPHONES, MAIN 22, 24, 92.

P. O. BOX 386.

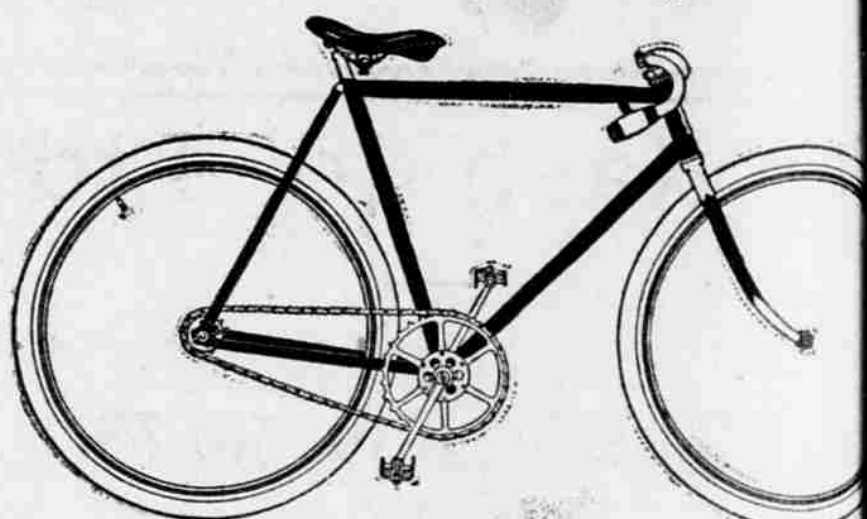
FOR

Harness, Harness Repairing and  
Carriage Work

GO TO

Honolulu Stock-Yards Company, Ltd.

## Slash AND Slaughter



Sterlings . . . . \$4

Iver Johnsons \$30 and \$2

CHEAPEST IN TOWN

**Pacific Cycle & Mfg.,**

1026 FORT STREET.

Crepe, Silk, Champoray,

Woolen Pajamas.

Crepe, Linen Golf Shirts

—AT—

**ASADA & CO.**

No. 141 Hotel Street.

Received by S. S. Zealandia

**NEW - GOODS!**

Shirts, Suspenders, Gents' Underwear  
Neckties, a fine assortment, at

**K. Isoshima**

KING STREET,  
ABOVE BETH

Next to Castle & Cooke,